

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 18, 2005

Division: Management Services

Bulk Item: Yes X No

Department: Group Insurance

AGENDA ITEM WORDING: Approval of contract amendment with the Keys Physician-Hospital Alliance (KPHA) .

ITEM BACKGROUND: BOCC approved current contract in March 2004. This contract has two automatic renewals.

PREVIOUS RELEVANT BOCC ACTION:

CONTRACT/AGREEMENT CHANGES: Amend wording under #3 – Utilization Management and Quality Assurance to reflect change in procedure with regards to utilization and large case management documentation retention.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: none

BUDGETED: Yes X No

COST TO COUNTY: none

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:



Sheila A. Barker
Division Director Management Services

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract #

Contract with: Keys Physician-Hospital Alliance

Effective Date: March 1, 2005

Expiration Date: February 28, 2006

Contract Purpose/Description: Contract for the employer-provider network and utilization review and case management for the Group Insurance Program.

Contract Manager: Maria Z. Fernandez
(Name)

4448
(Ext.)

Administrative Services
(Department)

for BOCC meeting on May 18, 2005

Agenda Deadline: May 3, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$27,000.00 Current Year Portion: \$ _____

Budgeted? Yes ☒ No ☐ Account Codes: 502-08002-530310- _____

Grant: \$N/A _____

County Match: \$N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Baker</u>	<u>4/27/05</u>
Risk Management	<u>5-2-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Daniels</u>	<u>5-2-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Shirley A. Baker</u>	<u>5/2/05</u>
County Attorney	<u>4-27-05</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<u>S. Hatten</u>	<u>4/28</u>
Comments:	<u>see notes on your cover sheet - corrections made</u>			

CONTRACT AMENDMENT

This amendment to agreement is made and entered into this 18th day of May, 2005, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "EMPLOYER" and KEYS PHYSICIAN-HOSPITAL ALLIANCE, hereinafter referred to as "KPHA".

WHEREAS, EMPLOYER and KPHA entered into an agreement on March 1, 2004 for the purpose of providing a provider network, utilization review and case management; and

WHEREAS, it is now necessary for the KPHA to retain large case and utilization review documentation in their system;

Now therefore, the parties agree as follows:

1. Paragraph four under #3 – Utilization Management and Quality Assurance of the agreement dated March 1, 2004 shall be revised, effective May 1, 2005, to read as follows:

"Utilization Review and Large Case Management services will be performed according to pre-set protocols developed in conjunction with the claims administrator's (Acordia National) standards and all documentation will be maintained by the KPHA."

2. All other provisions of the Agreement entered March 1, 2004, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement amendment the day first written above.

ATTEST: DANNY L. KOLHAGE, CLERK

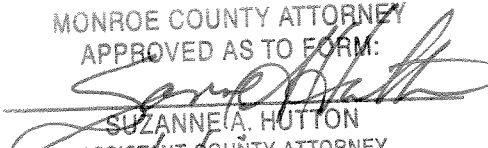
BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Mayor Dixie M. Spehar

KEYS PHYSICIAN-HOSPITAL ALLIANCE

By _____
ROBIN LOCKWOOD, M.D., President

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
4/29/05

**EMPLOYER-PROVIDER NETWORK
AND
UTILIZATION REVIEW AND CASE MANAGEMENT SERVICES
AGREEMENT**

THIS AGREEMENT is entered into as of this first day of MARCH 2004 by and between Keys Physician-Hospital Alliance ("KPHA") and the County of Monroe ("County"), hereon referred to as "Employer".

RECITALS

WHEREAS, the KPHA has established a network of participating health care providers, which providers, pursuant to the terms and conditions of provider agreements with KPHA, have agreed to deliver medical services in a cost effective manner to persons covered under the health benefit plans and policies of Employer.

WHEREAS, KPHA has agreed to provide utilization review and case management services to Employer and personnel, dependents, Cobra beneficiaries and eligible retirees covered under the health benefit plans and policies of Employer.

WHEREAS, Employer administers the health care benefit plans and has the express authority, by signing this Agreement, to bind the Employer to all of the terms and conditions of this Agreement.

WHEREAS, Employer desires and agrees to offer KPHA Provider Network to persons covered under the Employers health benefits plans;

Now, **THEREFORE**, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are hereby incorporated by reference and made a substantive part hereof.
2. **LIST OF PARTICIPATING PROVIDERS.** KPHA shall provide Employer with a list of Participating Providers, to include hospitals, physicians, dentists, pharmacies, and other ancillary health services, and shall provide Employer with periodic updates of the Network roster of Participating Providers from time to time. Such updates will be at least semi-annually and in such a printed format as distributable to persons covered under the Employers health benefits plans.

OUT-OF COUNTY PROVIDERS. KPHA agrees to negotiate and contract with "Dimension Network" in Dade, Broward and Palm Beach Counties for discounted fee arrangements with physicians, hospitals, and other ancillary health services as needed for the benefit of the Employer. If the "Dimension Network" is not utilized, or becomes unacceptable to the Employer, KPHA will propose other alternative arrangements for such out of county services.

KPHA agrees to negotiate and contract with or work collaboratively with a national network for discounted fee arrangements with physicians, hospitals, and other ancillary health services as needed for the benefit of the Employer. If the current network is not utilized, or becomes unacceptable to the Employer, KPHA will propose other alternative arrangements for such out of county services.

3. **UTILIZATION MANAGEMENT AND QUALITY ASSURANCE.** KPHA shall provide for Employer Utilization Review services to include

- Review of inpatient admissions and of continued hospital stay
- Discharge planning
- Data collection and reporting
- Review of supportive or treatment services
- Review of office visits, ambulatory surgery and diagnostic or other outpatient services
- Participation in the review of billing practices and appropriateness of charges of network providers in conjunction with the Claims Administrator if requested
- Large Case Management services

The monthly capitation fee for such services will be \$1.35 per employee per month. This fee will be payable by the County to KPHA by the 20th of each month beginning on the 20th day of March, 2004. The number of enrollees will be determined on the 1st business day of each month.

KPHA shall provide for Large Case Management services for a fee of \$55.00 per hour on an as-needed basis. Large Case Management services may be pre-approved by the County on a case by case basis and billings for such fees incurred shall be provided monthly with details of all charges.

Utilization Review and Large Case Management services will be performed according to pre-set protocols developed in conjunction with the claims administrator's (Acordia National) standards and will be documented in the claims administrators' computer system.

4. **WELLNESS PROGRAMS AND OTHER EDUCATIONAL SERVICES.** KPHA shall design and implement with the coordination of Employer's staff, the Worksite Wellness Program and other similar services to the Employer and Covered Persons to promote healthy lifestyles and preventative health care. The Worksite Wellness Program will include, at no additional charge to Employer or Covered Persons, a health risk assessment for each employee and may include, for a charge by a Participating Provider, Health Physical Packages. Health Fair coordination and implementation or other services as negotiated and deemed to promote healthy lifestyles and preventative health care may also be included in this service.

5. **PARTICIPATING PROVIDER COMPENSATION.** Employer shall compensate Participating Providers for covered services minus any plan participant responsibilities. Employer has the responsibility for implementation of the applicable claims payment submitted by Participating Providers for services rendered or for any billing or other function related to the health care services provided by Participating Providers to Covered Persons. All claims for covered services, whether payable by the Employer or a Covered Person will receive a discount off of provider billed charges as specified in **Attachment A**. This discount will be rescinded if an appropriately documented and non-contested claim is not paid to the Participating Provider within thirty (30) days of being received by the claims administrator (Acordia National).

NON-APPROPRIATIONS CLAUSE. Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC. Monroe County may not deny payment for valid and accurate claims properly submitted and rendered during the plan year.

PROVIDER REIMBURSEMENT TERMS. Physician UCR charges will be based upon the "P.H.C.S" fee schedule, formerly known as "HIAA". The above agreed upon discount will be applied to the billed charge, not to exceed the UCR charge for a service.

KPHA further agrees that no other self-insured employer contracting with KPHA will be provided with better overall terms than what is being here agreed. If however, better terms are provided to another self-insured employer contracting with KPHA, such terms will also be extended to the Employer.

CLEAN CLAIM. A "Clean Claim" means a claim submitted by the Provider/Hospital that has been properly and accurately completed on the appropriate paper or electronic claim form, HCFA 1500 and/or UB 92 together with any information that was requested in writing by Acordia National within 15 days of Acordia National's receipt of a claim.

NOTIFICATION OF CLAIM STATUS. Payor/Plan shall notify Provider/Hospital within 15 days of receipt of a claim that said claim is not considered "Clean" and reasons therefore. Failure to do so shall deem the claim being considered "Clean" and set for timely payment.

DISPUTED CLAIMS. If the Payor/Plan does not object in writing to a claim within 15 days of receipt by the Payor/Plan, the claim will be considered clean and complete. If the Payor/Plan disputes any portion of the billing for services rendered, Payor/Plan will promptly seek to resolve the dispute and return the claim to the regular processing status. Should the claim remain in dispute for more than 30 days, Payor/Plan will pay the Provider/Hospital 90% of the fees as outlined in the "Provider Agreement Amendment/ Reimbursement Addendum" within 7 days with payment for the remaining 10% subject to the outcome of the dispute. Those items requiring further resolution prior to the remaining payment shall be reconciled by the Payor/Plan and the Provider/Hospital and the appropriate payments or adjustments made within 60 days.

6. **COVERED PERSON IDENTIFICATION.** Employer shall supply Covered Persons with identification cards or other means of identification which clearly identifies KPHA, reflects the Covered Person's coverage under the applicable Employers health benefit plan, and reflects the Covered Person's eligibility to receive services from Participating Providers in accordance with the terms of this Agreement. Employer shall also provide such other services as may be required in order for Participating Providers promptly to verify the status of individuals as Covered Persons, the terms of the Covered Person's health care benefits, including but not limited to the applicable terms of coverage, deductible status and co-insurance.
7. **NETWORK EXCLUSIVITY.** During the course of the agreement Employer agrees not to participate or enter agreements to utilize other provider networks other than that agreed upon with KPHA and the Employer. Employer during the term of this Agreement shall not seek to negotiate with individual network members for care or services outside of contractual provisions without prior notification to KPHA.
8. **BOOKS AND RECORDS.** KPHA shall make available to claims administrator (Acordia National) and County of Monroe (employer) all records and other data relating to both the network and utilization review and case management services for the purposes of periodic audits of KPHA's services. Information/data will be maintained, as required, to assure confidentiality and compliance with all applicable regulations.
9. **RESPONSIBILITY FOR HEALTH CARE SERVICES.** Employer agrees that KPHA shall not have any responsibility or liability for any act, omission, or decision related to medical services rendered by Participating Providers to a Covered Person.
10. **TERM.** This Agreement shall continue in effect for one (1) year from the date first above written. Thereafter, the Agreement shall renew for two (2) consecutive one (1) year terms. KPHA agrees to provide the Employer with at least ninety (90) days written notice of the intent to terminate, non-renew, or amend this Agreement. The Employer agrees to provide KPHA with at least ninety (90) days written notice of the intent to terminate or non-renew this agreement. Any modification of the terms of this agreement may occur upon the mutual agreement of the parties.

BREACH AND CURE. Notwithstanding the foregoing, this Agreement may be terminated by either party upon a material breach of this Agreement by the other party, providing that the breaching party does not cure the breach within thirty (30) days following receipt of a written notice from the non-breaching party specifying the nature of the breach and requesting that it be cured.

11. **GENERAL PROVISIONS.**

- A. **THIRD PARTIES:** The terms and provisions of this Agreement are for the benefit of the parties hereto and are not intended to provide any other person with any right or cause of action on account thereof.

- B. **NOTICES:** Any notice required to be given pursuant to the terms and provisions thereof shall be in writing and shall be hand-delivered, with return receipt thereof, or sent by certified or registered mail, return receipt requested and first-class postage prepaid to the addresses as follows:

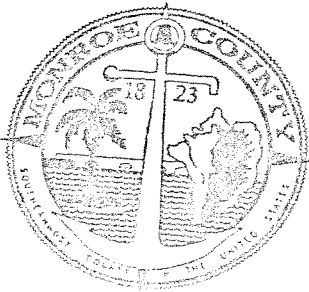
Employer: County of Monroe
Manager- Employee Benefits
Gato Building
1100 Simonton Street, Room 2-268
Key West, Florida 33040

KPHA: Keys Physician-Hospital Alliance
c/o Lower Florida Keys Physician Hospital Organization, Inc.
P.O. Box 9107
Key West, Florida 33041-9107
Attn.: Nicki Will, Secretary

- C. **ASSIGNMENT:** This Agreement may not be assigned, subcontracted, delegated, transferred by either party without the express written consent of the other party, and any attempted assignment, subcontract, delegation or transfer shall be void.
- D. **INDEPENDENT CONTRACTORS:** None of the provisions of this Agreement are intended to create, nor shall be deemed to, or construed to create any relationship between KPHA and Employer other than that of independent entities contracting with each other hereunder solely for the purposes of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective officers, directors, or employees shall be construed to be the agent, employee, or representative of the other.
- E. **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the State of Florida without regard to Florida's choice of law statutes or decisions. Any action by any party, whether at law or in equity, relating to this Agreement shall be commenced and maintained, and venue shall be proper, only in Monroe County, Florida.
- F. **ORDINANCE 10-1990:** KPHA warrants that it has not employed, retained or otherwise had acted on his behalf any former County officer subject to the prohibition in Sec. 2 of Ordinance no. 10-1990 or any County officer or employee in violation of sec. 3 of Ordinance 10-1990, and that no employee or officer of the County had any interest, financially or otherwise, in KPHA except for such interest, permissible by law and fully disclosed by affidavit attached hereto. For breach or violation of this paragraph, the County may, in its discretion, terminate this agreement without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift or consideration paid to the former County officer or employee.

- G. **CONFLICT OF INTEREST:** KPHA assures the County that to the best of its knowledge information and belief, the signing of this agreement does not create conflict of interest.
- H. **OWNERSHIP OF INFORMATION:** All Utilization Review and Case Management documents which are prepared in the performance of this agreement are to be, and shall remain, the property of the County and shall be transferred to the County or to a replacement Utilization Review/Case Management service provider upon request and no later than thirty (30) days after termination of this agreement. Any patient identifying information shall not be disclosed without written consent of the patient.
- I. **INSURANCE REQUIREMENTS:** KPHA is required to maintain the types of insurance identified in **Attachment B**.
- J. **SEVERABILITY:** If any provision of this Agreement is held to be illegal, invalid, or unenforceable, under present or future laws effective during the term hereof, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if the illegal invalid or unenforceable provision had never been a part hereof, and the remaining provisions shall remain in full force and effect unaffected by such severance- provided that if the illegal, invalid or unenforceable provision is material to the overall purpose and operation of this Agreement, then this Agreement shall terminate upon the severance of such provision.
- K. **COUNTERPARTS:** This Agreement and any amendment hereto may be executed in multiple originals, all counterparts together constituting one and the same instrument.
- L. **ENTIRE AGREEMENT:** This Agreement, along with its exhibits, contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement and supersedes any prior Agreements, promises, negotiations, or representations either oral or written, relating to the subject matter of this Agreement.
- M. **HOLD HARMLESS:** KPHA shall indemnify and hold the County harmless from and against any and all losses, penalties, damages, professional fees, including attorney fees and all costs of litigation and/or judgment arising out of any willful misconduct or negligent act, error or omission of KPHA incidental to the performance of this agreement or work performed thereunder. This indemnity shall extend to amounts the County becomes legally obligated to pay and shall be limited by any sovereign immunity limit applicable to the underlying claim plus costs of litigation.

In witness whereof, the Employer and KPHA have caused this Agreement to be executed by their respective corporate officers, effective as of the first day of March 2004.



(SEAL)
ATTEST: DANNY L. KOLHAGE CLERK

BY *Danny L. Kolhage*
DEPUTY CLERK

Employer: Board of County Commissioners
of Monroe County, Florida

By:

Murray & Nelson

Its:

Mayor

Keys Physician-Hospital Alliance

By:

Robert Johnson

Its:

President

MAH

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Suzanne A. Hutton
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date *1/29/04*

Attachment A

Reimbursement Schedule

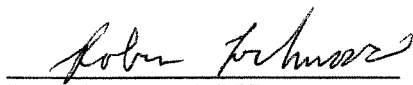
*KPHA Members	75% of billed charges with the cap of the 90 th percentile of the P.H.C.S. (formerly known as HIAA) Fee Schedule.
*In County Providers (IPN)	75% - 85% of billed charges with the cap of the 90 th percentile of the P.H.C.S. (formerly known as HIAA) Fee Schedule.
Out-of-County Providers (IPN)	70% of billed charges with the cap of the 90 th percentile of the P.H.C.S. (formerly known as HIAA) Fee Schedule.
Dimension Providers	Dimension Network Fee Schedule.
MultiPlan Providers	MultiPlan Network Fee Schedule.
Fisherman's Hospital	75% of billed charges.
Lower Keys Medical Center	75% of billed charges.

*HCPS codes shall be reimbursed at 75% of billed charges.

A list of specific providers and discount percentages will be provided to Acordia National by KPHA for implementation.


James Roberts, County Administrator

4-15-04
Date


Robin Lockwood, M.D.
KPHA President

3-30-4
Date

